

EXHIBIT A



KSB / ALL

Transmittal Number: 26146342
Date Processed: 01/03/2023

Notice of Service of Process

Primary Contact: State Farm Enterprise SOP
Corporation Service Company- Wilmington, DELAWARE
251 Little Falls Dr
Wilmington, DE 19808-1674

Entity:	State Farm Mutual Automobile Insurance Company Entity ID Number 3461675
Entity Served:	State Farm Mutual Automobile Insurance Company
Title of Action:	Jawad A. Shah, MD, PC, (As Assignees of Jonathan Springborn) vs. State Farm Mutual Automobile Insurance Company
Matter Name/ID:	Jawad A. Shah, MD, PC, (As Assignees of Jonathan Springborn) vs. State Farm Mutual Automobile Insurance Company (13420837)
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Wayne County Circuit Court, MI
Case/Reference No:	22-015378-NF
Jurisdiction Served:	Michigan
Date Served on CSC:	01/03/2023
Answer or Appearance Due:	28 Days
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Elia & Ponto, PLLC 248-595-8579

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

ELIA & PONTO, PLLC

Adam P. Ponto, Esq.
Sam E. Elia, Esq.
Kevin O. Kashat, Esq.
Alexander V. Brown, Esq.
Sally A. Moore, Esq.
Ameer S. Alkhalidi, Esq.
Howard M. Cohen, Esq.
Brandon T. Wolfe, Esq.
Andrew M. Kas-Marogi, Esq.
Darnell A. Smith, Esq.

Attorneys and Counselors
25800 Northwestern Hwy., Ste. 850
Southfield, MI 48075
www.eliaandponto.com

Toll Free: (855)75-EPLAW
Phone: (248)595-8579
Fax: (248)595-8729

December 30, 2022

Via Certified Mail RRR

Resident Agent
Corporation Service Company
2900 West Road, Ste. 500
East Lansing, MI 48823

**Re: Jawad A. Shah, MD, PC, et al. (Jonathan Springborn) vs State Farm
Mutual Automobile Insurance Company
Case No.: 22-015378-NF**

Dear Resident Agent:

Enclosed please find a Summons and Complaint which has been filed against State Farm Mutual Automobile Insurance Company in the Wayne County Circuit Court regarding the above-captioned matter. Please handle this in your usual manner.

Thank you for your anticipated cooperation in this regard.

Very truly yours,
Christine M. Patterson
Christine M. Patterson, Paralegal
to Adam P. Ponto

Enclosures

Approved, SCAO

Original - Court
1st Copy- Defendant2nd Copy - Plaintiff
3rd Copy -Return**STATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY****SUMMONS****CASE NO.
22-015378-NF
Hon.Susan L. Hubbard**

Court address : 2 Woodward Ave., Detroit MI 48226

Court telephone no.: 313-224-5183

Plaintiff's name(s), address(es), and telephone no(s)
JAWAD A. SHAH, MD, PC et. Al

v

Defendant's name(s), address(es), and telephone no(s).
State Farm Mutual Automobile Insurance Company

Plaintiff's attorney, bar no., address, and telephone no

Adam Paul Ponto 74332
25800 Northwestern Hwy Ste 850
Southfield, MI 48075-8400**Instructions:** Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.**Domestic Relations Case**

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☒ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☒ this court, ☐ _____ Court,where it was given case number 19-003292-NI and assigned to Judge Craig S. Strong.The action ☐ remains ☒ is no longer pending.

Summons section completed by court clerk.

SUMMONS**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date
12/29/2022Expiration date*
3/30/2023Court clerk
Jacqueline Ruff

Cathy M. Garrett- Wayne County Clerk.

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

MC 01 (9/19)

SUMMONS

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105



22-015378-NF FILED IN MY OFFICE Cathy M. Garrett WAYNE COUNTY CLERK 12/29/2022 9:13 AM Jacqueline Ruff

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

JAWAD A. SHAH, MD, PC, ALLIANCE
ANESTHESIA, PLLC, INSIGHT
ANESTHESIA, PLLC, SOUTHEAST
MICHIGAN SURGICAL HOSPITAL, LLC,
d/b/a MICHIGAN SURGICAL HOSPITAL,
d/b/a INSIGHT SURGICAL HOSPITAL
(As Assignees of JONATHAN SPRINGBORN),

CASE NO. 22-
HON.

-NF

Plaintiffs,

v.

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY,

Defendant.

ADAM P. PONTO (P74332)
ELIA & PONTO, PLLC
Attorneys for Plaintiff
25800 Northwestern Highway, Suite 850
Southfield, MI 48075
(248) 595-8579 / Fax: (248) 595-8729
aponto@eliaandponto.com

There was a previous action against STATE FARM
MUTUAL AUTOMOBILE INSURANCE COMPANY
arising out of the same transaction or occurrence as
alleged in this Complaint before the Honorable
Susan L. Hubbard in the Wayne County Circuit
Court, Case No. 2019-003292-NF, which is no
longer pending.

/s/ Adam P. Ponto
Adam P. Ponto, Attorney for Plaintiffs

COMPLAINT

NOW COMES Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, by and through their attorneys, ELIA & PONTO, PLLC and for their Complaint against Defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, state as follows:

JURISDICTION AND VENUE

1. That Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, are medical providers and Michigan corporations licensed to conduct business under the laws of the State of Michigan, and at all times pertinent herein have their principal place of business in the City of Flint, County of Genesee, State of Michigan, but maintain substantial contact and regularly conduct business in the County of Wayne, State of Michigan.

2. That Defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, is an insurer licensed to conduct business under the laws of the State of Michigan, and upon information and belief at all times pertinent hereto conducts a portion of their business and/or maintains substantial contact on a systematic and continuous basis in the County of Wayne, State of Michigan.

3. Venue is proper pursuant to MCLA 600.1621, and jurisdiction is proper for the reason that the amount in controversy is more than Twenty-Five Thousand (\$25,000.00) Dollars, exclusive of costs and attorneys' fees.

CLAIM FOR OUTSTANDING NO-FAULT BENEFITS

4. At all times pertinent hereto, Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, are in the business of providing medical and related health care services in the State of Michigan.

5. On or about July 8, 2016, JONATHAN SPRINGBORN suffered accidental bodily injuries arising out of a motor vehicle accident entitling him to No-Fault benefits within the meaning of the Michigan No-Fault Act, MCL 500.3101 *et seq.*

6. Upon information and belief, for a specific premium paid, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY did issue an automobile insurance policy (Claim No. 22-927C-479) providing for the payment of personal injury protection benefits in accordance with the State of Michigan No-Fault Act, for under which JONATHAN SPRINGBORN is entitled coverage.

7. STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY is the No-Fault insurer responsible for paying personal injury protection benefits applicable to the injuries JONATHAN SPRINGBORN sustained in the accident, either by way of contract, a copy of which is in Defendant's possession, or by way of any/all applicable statutes under the Michigan No-Fault Act.

8. Defendant was promptly notified of the accident, the injuries sustained by JONATHAN SPRINGBORN and the need for medical related care and services for said injuries and upon information and belief a claim number (Claim No. 22-927C-479) was assigned by the Defendant to the insured's claim for personal injury protection benefits.

9. That from January 28, 2022 through November 7, 2022, and possibly in the future, JONATHAN SPRINGBORN received reasonable and necessary medical services and accommodations, from Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, for his care, recovery and rehabilitation for injuries sustained in the aforementioned motor vehicle accident.

10. Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, provided reasonable proof of the fact and amount of the loss and is entitled to reimbursement from Defendant for all reasonable and necessary products, services and accommodations rendered to JONATHAN SPRINGBORN for his care, recovery and rehabilitation arising from injuries sustained in the motor vehicle accident, which may not include services post the date of the complaint.

11. A statement of the services provided by Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, is attached hereto as **EXHIBIT 1** (and will continue to be supplemented as treatment continues).

12. Despite Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL

HOSPITAL's, demand for payment, Defendant has failed or refused to pay such claim within 30 days of receipt and continue to unreasonably refuse and/or unreasonably delay to make payment to Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, in violation of the No-Fault Act.

13. Pursuant to MCL 500.3112 a healthcare provider may make a claim and assert a direct cause of action against an insurer, or under the assigned claims plan under sections 3171 to 3175, to recover overdue benefits payable for charges for products, services, or accommodations provided to an injured person.

14. Pursuant to MCL 600.2041, "every action shall be prosecuted in the name of the real party of interest."

15. That all rights, privileges and remedies to payment for health care services, products or accommodations ("Services") provided by JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, to JONATHAN SPRINGBORN for which JONATHAN SPRINGBORN is or may be entitled to under MCL 500.3101, *et seq*, the No Fault Act, have been assigned (and will continue to be assigned in the future) to JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, assignment hereto attached as **EXHIBIT 2**.

16. That as a result of said assignment, Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, now bear the burden of pursuit of payment for the health care services, products or accommodations ("Services"), provided by JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, to JONATHAN SPRINGBORN due and owing by Defendant.

17. Satisfaction of the judgment obtained by Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, will discharge Defendant of its obligation to JONATHAN SPRINGBORN for reasonably necessary medical services JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, provided to JONATHAN SPRINGBORN.

18. JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, as assignees of the injured party are the real parties of interest and as such JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC,

SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, has the right to prosecute this action against Defendant pursuant to MCL 600.2041.

19. As a direct and proximate cause of Defendant's failure to make payments, Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, have been damaged.

RELIEF REQUESTED

WHEREFORE, Plaintiffs, JAWAD A. SHAH, MD, PC, ALLIANCE ANESTHESIA, PLLC, INSIGHT ANESTHESIA, PLLC, SOUTHEAST MICHIGAN SURGICAL HOSPITAL, LLC, d/b/a MICHIGAN SURGICAL HOSPITAL, d/b/a INSIGHT SURGICAL HOSPITAL, respectfully request that the court enter a judgment in the total amount of \$290,129.27 (and any additional amount that continues to accrue if additional medical treatment is rendered), plus interest and overdue payments in the amount of 12% per annum until paid under MCL 500.3142, judgment interest in the amount allowable by law, and attorney fees pursuant to Michigan's No-Fault Act, MCL 500.3148.

Respectfully submitted,

ELIA & PONTO, PLLC

By: /s/ Adam P. Ponto
Adam P. Ponto (P74332)
Attorney for Plaintiffs
25800 Northwestern Hwy., Suite 850
Southfield, MI 48075
(248) 595-8579 / Fax: (248) 595-8729
aponto@eliaandponto.com

Date: December 29, 2022

ELJA & PONTO PLLC
25800 Northwestern Highway, Suite 850, Southfield, MI 48075-1066
248-595-8579 Fax: 248-595-8729

Exhibit 1

INSIGHT BILLING

4600 S SAGINAW ST. SUITE 1805 FLINT, MI 48507 810-275-9108

JAWAD A SHAH MD PC • ALLIANCE ANESTHESIA • INSIGHT PAIN MANAGEMENT CENTER • INSIGHT RADIOLOGISTS PC • INSIGHT ORTHOPEDICS SPECIALIST • INSIGHT TOXICOLOGY • PRECISION ANESTHESIA • INSIGHT ANESTHESIA • INSIGHT RADIOLOGISTS PC • INSIGHT PHYSICAL THERAPY & NEURO REHAB • INSIGHT CHIROPRACTIC • INSIGHT HEALING CENTER • INTEGRATED HOSPITAL SPECIALISTS • PRECISION SURGICAL ASSOCIATES • INSIGHT HEALTH & FITNESS CENTER • INSIGHT WELLNESS CENTER • INSIGHT NEUROPSYCHOLOGY AND BEHAVIORAL HEALTH • INSIGHT EXTENDED CARE • MID-MICHIGAN ENDOSCOPY CENTER • CHARTER ENDOSCOPY CENTER • ASSOCIATED SURGICAL CENTER OF DEARBORN • INSIGHT NUTRITIONAL SERVICES • INSIGHT RESIDENTIAL REHABILITATION SERVICE • INSIGHT CASE MANAGEMENT • INSIGHT SURGICAL HOSPITAL WARREN • INSIGHT SURGICAL HOSPITAL WARREN ALLIANCE ANESTHESIA • INSIGHT SURGICAL HOSPITAL WARREN • INSIGHT ANESTHESIA • INSIGHT SURGICAL HOSPITAL WARREN • INSIGHT SURGICAL HOSPITAL WARREN PRECISION ANESTHESIA • INSIGHT SURGICAL HOSPITAL STERLING ANESTHESIA • INSIGHT TRANSPORTATION SERVICES • INSIGHT DBS AND FUNCTIONAL STROKE RECOVERY CENTER

Name: SPRINGBORN, JONATHAN D
Account No: 67495

Jawad A. Shah: \$ 47,780.00
Alliance Anesthesia: \$ 35,700.00
Insight Anesthesia: \$ 17,500.00

Claim No	Date	Description	Charges	Payments	Adjust	WithHeld	Pt Bal	Ins Bal
1025665	11/7/2022	Charges (Pr:JD Fac: PAIN)	\$ 395.00				\$ -	\$ 395.00
1019188	10/21/2022	Charges (Pr:CR Fac: ISHFAA)	\$ 4,900.00				\$ -	\$ 4,900.00
1019192	10/21/2022	Charges (Pr:RM Fac: ISHFIA)	\$ 4,900.00				\$ -	\$ 4,900.00
1016829	10/21/2022	Charges (Pr:VER Fac: ISHPAIN)	\$ 660.00				\$ -	\$ 660.00
	12/13/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
1002377	9/26/2022	Charges (Pr:JD Fac: ISHPAIN)	\$ 395.00				\$ -	\$ 395.00
	11/2/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
1000772	9/26/2022	Charges (Pr:JAS Fac: IT)	\$ 650.00				\$ -	\$ 650.00
	11/1/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
999618	9/23/2022	Charges (Pr:VER Fac: ISHPAIN)	\$ 2,875.00				\$ -	\$ 2,875.00
	11/1/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
1004943	9/23/2022	Charges (Pr:RM Fac: ISHFIA)	\$ 4,200.00				\$ -	\$ 4,200.00
1004942	9/23/2022	Charges (Pr:CR Fac: ISHFAA)	\$ 4,200.00				\$ -	\$ 4,200.00
993361	9/13/2022	Charges (Pr:AD Fac: ISHFAA)	\$ 4,200.00				\$ -	\$ 4,200.00
993368	9/13/2022	Charges (Pr:RM Fac: ISHFIA)	\$ 4,200.00				\$ -	\$ 4,200.00
	10/19/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
991761	9/13/2022	Charges (Pr:VER Fac: ISHPAIN)	\$ 5,730.00				\$ -	\$ 5,730.00
	10/18/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
985017	8/26/2022	Charges (Pr:JD Fac: ISHPAIN)	\$ 295.00				\$ -	\$ 295.00
	10/18/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
983569	8/26/2022	Charges (Pr:JAS Fac: IT)	\$ 650.00				\$ -	\$ 650.00
	10/7/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
982665	8/19/2022	Charges (Pr:VER Fac: ISHPAIN)	\$ 760.00				\$ -	\$ 760.00
	10/18/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
982334	8/19/2022	Charges (Pr:RH Fac: ISHFAA)	\$ 2,800.00				\$ -	\$ 2,800.00
980298	8/5/2022	Charges (Pr:LD Fac: ISHFAA)	\$ 3,500.00				\$ -	\$ 3,500.00
976025	8/5/2022	Charges (Pr:VER Fac: ISHPAIN)	\$ 8,690.00				\$ -	\$ 8,690.00
	10/7/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
	9/28/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
960416	7/11/2022	Charges (Pr:VER Fac: ISHPAIN)	\$ 295.00				\$ -	\$ 295.00
	8/25/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
943430	6/9/2022	Charges (Pr:VER Fac: ISHPAIN)	\$ 8,690.00				\$ -	\$ 8,690.00
	7/25/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
946329	6/9/2022	Charges (Pr:JL Fac: ISHFAA)	\$ 4,200.00				\$ -	\$ 4,200.00
939446	5/26/2022	Charges (Pr:LD Fac: ISHFAA)	\$ 3,500.00				\$ -	\$ 3,500.00
938217	5/26/2022	Charges (Pr:VER Fac: ISHPAIN)	\$ 8,690.00				\$ -	\$ 8,690.00
	7/18/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
899413	3/16/2022	Charges (Pr:SKS Fac: ISHFIA)	\$ 4,200.00				\$ -	\$ 4,200.00
	4/29/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
897891	3/16/2022	Charges (Pr:SS Fac: ISHPAIN)	\$ 2,875.00				\$ -	\$ 2,875.00
	5/2/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
899408	3/16/2022	Charges (Pr:CR Fac: ISHFAA)	\$ 4,200.00				\$ -	\$ 4,200.00
889233	3/1/2022	Charges (Pr:JD Fac: ISHPAIN)	\$ 200.00				\$ -	\$ 200.00
	4/29/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
873526	1/28/2022	Charges (Pr:SEE Fac: ISHPAIN)	\$ 5,730.00				\$ -	\$ 5,730.00
	5/16/2022	STATE FARM AUTO INSURANCE		\$ -	\$ -	\$ -		
874975	1/28/2022	Charges (Pr:JMD Fac: ISHFAA)	\$ 4,200.00				\$ -	\$ 4,200.00
867042	1/14/2022	Charges (Pr:JD Fac: ISHPAIN)	\$ 200.00				\$ -	\$ 200.00
		Total	\$280,365.14	\$82,181.61	\$97,203.53	\$0.00	\$0.00	\$100,980.00

INSIGHT SURGICAL HOSPITAL
21230 DEQUINDRE ROAD
WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000567322 01/14/22

01/24/22

SPRINGBORN, JONATHAN
[REDACTED]
[REDACTED]STATE FARM AUTO 22927C479
MERIDIAN HP MEDICAID 0074134062

01/14/22	510G0463PN	OFFSITE OUTPATIENT CLI VISIT	1	425.00
02/09/22	CMERIDIAN	CON MERIDIAN	1	-396.74
02/09/22	PMERIDIAN	PMT MERIDIAN	1	-28.26
06/22/22	CMERIDIAN	CON MERIDIAN	-1	396.74
06/22/22	CMERIDIAN	CON MERIDIAN	1	-396.60
06/22/22	PMERIDIAN	PMT MERIDIAN	-1	28.26
06/22/22	PMERIDIAN	PMT MERIDIAN	1	-28.40

*** SUMMARY BY SERVICE ***

510 CLINIC GENERAL	1	425.00
RECEIPTS, ADJUSTMENTS, ETC.	2	-425.00

SM0000567322

425.00
-425.00
0.00

INSIGHT SURGICAL HOSPITAL
 21230 DEQUINDRE ROAD
 WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000611697 01/28/22

08/29/22

SPRINGBORN, JONATHAN
 [REDACTED]
 [REDACTED]

STATE FARM AUTO 22927C479
 MERIDIAN HP MEDICAID 0074134062

01/28/22	36164633PN	DESTROY CERV/THOR FACET JNT	1	13050.00
01/28/22	36164634PN	DESTROY C/TH FACET JNT ADDL	1	4500.00
01/28/22	636J1040PN	INJ DEPO-MEDROL 80 MG	1	66.03
01/28/22	250J2001PN	LIDOCAINE 1ML	5	225.00

*** SUMMARY BY SERVICE ***

250	PHARMACY GENERAL	5	225.00
361	OR SVCS MINOR SURGERY	2	17550.00
636	DRUG SPEC ID DETAIL CODING	1	66.03

SM0000611697

17841.03
 0.00
 17841.03

INSIGHT SURGICAL HOSPITAL
21230 DEQUINDRE ROAD
WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000574756 03/01/22

03/18/22

SPRINGBORN, JONATHAN
[REDACTED]
[REDACTED]STATE FARM AUTO 22927C479
MERIDIAN HP MEDICAID 0074134062

03/01/22	510G0463PN	OFFSITE OUTPATIENT CLI VISIT	1	425.00
08/10/22	PSTFMAUTO	PMT STATEFARM; INJURY DID NOT ARISE FROM MVA	1	0

*** SUMMARY BY SERVICE ***

510 CLINIC GENERAL	1	425.00
RECEIPTS, ADJUSTMENTS, ETC.	1	0

SM0000574756

425.00
0.00
425.00

INSIGHT SURGICAL HOSPITAL
 21230 DEQUINDRE ROAD
 WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000578050 03/16/22

04/04/22

SPRINGBORN, JONATHAN

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID

0074134062

03/16/22	36164633PN DESTROY CERV/THOR FACET JNT	1	13050.00
03/16/22	36164634PN DESTROY C/TH FACET JNT ADDL	1	4500.00
03/16/22	636J1100PN DEXAMETHASONE SODIUM PHOS	4	36.24
03/16/22	250J2001PN LIDOCAINE 1ML	5	225.00

*** SUMMARY BY SERVICE ***

250 PHARMACY GENERAL	5	225.00
361 OR SVCS MINOR SURGERY	2	17550.00
636 DRUG SPEC ID DETAIL CODING	4	36.24

SM0000578050

17811.24

0.00

17811.24

INSIGHT SURGICAL HOSPITAL
21230 DEQUINDRE ROAD
WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000593422 05/26/22

06/21/22

SPRINGBORN, JONATHAN

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID

0074134062

05/26/22	36164635PN	DESTROY LUMB/SAC FACET JNT	1	13050.00
05/26/22	36164636PN	DESTROY LUMB/SAC FACET JNT	1	13050.00
05/26/22	636J3301PN	INJ KENALOG 10 MG	8	160.00
05/26/22	636J2795PN	ROPIVACAINE HCL INJECTION	10	20.00

*** SUMMARY BY SERVICE ***

361 OR SVCS MINOR SURGERY	2	26100.00
636 DRUG SPEC ID DETAIL CODING	18	180.00

SM0000593422

26280.00
0.00
26280.00

INSIGHT SURGICAL HOSPITAL
 21230 DEQUINDRE ROAD
 WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000596348 06/09/22

06/27/22

SPRINGBORN, JONATHAN

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID 0074134062

06/09/22	36164635PN	DESTROY LUMB/SAC FACET JNT	1	13050.00
06/09/22	36164636PN	DESTROY LUMB/SAC FACET JNT	2	26100.00
06/09/22	636J3301PN	INJ KENALOG 10 MG	8	160.00
06/09/22	636Q9966PN	OMNIPAQUE CONTRAST MATERIAL	5	80.40
06/09/22	250J2001PN	LIDOCAINE 1ML	2	90.00

*** SUMMARY BY SERVICE ***

250 PHARMACY GENERAL	2	90.00
361 OR SVCS MINOR SURGERY	3	39150.00
636 DRUG SPEC ID DETAIL CODING	13	240.40

SM0000596348

39480.40

0.00

39480.40

INSIGHT SURGICAL HOSPITAL
21230 DEQUINDRE ROAD
WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000603049 07/11/22

07/25/22

SPRINGBORN, JONATHAN

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID

0074134062

07/11/22	510G0463PN	OFFSITE OUTPATIENT CLI VISIT	1	425.00
09/09/22	PSTFMAUTO	PMT STATEFARM; INJ DID NOT ARISE FROM MVA	1	0

*** SUMMARY BY SERVICE ***

510 CLINIC GENERAL	1	425.00
RECEIPTS, ADJUSTMENTS, ETC.	1	0

SM0000603049

425.00
0.00
425.00

INSIGHT SURGICAL HOSPITAL
 21230 DEQUINDRE ROAD
 WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000609670 08/05/22

08/16/22

SPRINGBORN, JONATHAN

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID 0074134062

08/05/22	36164635PN	DESTROY LUMB/SAC FACET JNT	1	13050.00
08/05/22	36164636PN	DESTROY LUMB/SAC FACET JNT	3	19500.00
08/05/22	636J3301PN	INJ KENALOG 10 MG	4	80.00
08/05/22	250J2001PN	LIDOCAINE 1ML	5	225.00
10/05/22	PSTFMAUTO	PMT STATEFARM; INJURY DID NOT ARISE FROM MVA	1	0

*** SUMMARY BY SERVICE ***

250 PHARMACY GENERAL	5	225.00
361 OR SVCS MINOR SURGERY	4	32550.00
636 DRUG SPEC ID DETAIL CODING	4	80.00
RECEIPTS, ADJUSTMENTS, ETC.	1	0

SM0000609670

32855.00
 0.00
 32855.00

INSIGHT SURGICAL HOSPITAL
 21230 DEQUINDRE ROAD
 WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000613436 08/19/22

09/07/22

SPRINGBORN, JONATHAN D

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID 0074134062

08/19/22	36164425PN N BLOCK INJ ILIOING/HYPOGI	1	8900.00
08/19/22	32077002PN FLUORO GUIDE FOR NEEDLE PLMT	1	1525.00
08/19/22	636J3301PN INJ KENALOG 10 MG	4	80.00
08/19/22	636J2795PN ROPIVACAINE HCL INJECTION	5	10.00

*** SUMMARY BY SERVICE ***

320 RADIOLOGY DIAG GENERAL	1	1525.00
361 OR SVCS MINOR SURGERY	1	8900.00
636 DRUG SPEC ID DETAIL CODING	9	90.00

SM0000613436

10515.00
 0.00
 10515.00

INSIGHT SURGICAL HOSPITAL
21230 DEQUINDRE ROAD
WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000615494 08/26/22

09/13/22

SPRINGBORN, JONATHAN D

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID 0074134062

08/26/22	510G0463PN OFFSITE OUTPATIENT CLI VISIT	1	425.00
10/18/22	PSTFMAUTO PMT STATEFARM; DENIAL	1	0

*** SUMMARY BY SERVICE ***

510 CLINIC GENERAL	1	425.00
RECEIPTS, ADJUSTMENTS, ETC.	1	0

SM0000615494

425.00
0.00
425.00

INSIGHT SURGICAL HOSPITAL
21230 DEQUINDRE ROAD
WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000621106 09/01/22

09/29/22

SPRINGBORN, JONATHAN D

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID 0074134062

09/01/22 300G048300 DRUG SCREEN - DEFINITIVE, >21 1 1790.00

*** SUMMARY BY SERVICE ***

300 LABORATORY GENERAL 1 1790.00

SM0000621106

1790.00

0.00

1790.00

INSIGHT SURGICAL HOSPITAL
21230 DEQUINDRE ROAD
WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000618785 09/13/22

09/21/22

SPRINGBORN, JONATHAN D

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID 0074134062

09/13/22	36164633PN	DESTROY CERV/THOR FACET JNT	1	13050.00
09/13/22	36164634PN	DESTROY C/TH FACET JNT ADDL	1	4500.00
09/13/22	636J1100PN	DEXAMETHASONE SODIUM PHOS	10	90.60
09/13/22	250J2001PN	LIDOCAINE 1ML	5	225.00

*** SUMMARY BY SERVICE ***

250	PHARMACY GENERAL	5	225.00
361	OR SVCS MINOR SURGERY	2	17550.00
636	DRUG SPEC ID DETAIL CODING	10	90.60

SM0000618785

17865.60

0.00

17865.60

INSIGHT SURGICAL HOSPITAL
 21230 DEQUINDRE ROAD
 WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000621501 09/23/22

10/07/22

SPRINGBORN, JONATHAN D

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID 0074134062

09/23/22	36164490PN	INJ PARAVERT F JNT C/T 1 LEV	1	10150.00
09/23/22	36164491PN	INJ PARAVERT F JNT C/T 2 LEV	1	1900.00
09/23/22	636J1100PN	DEXAMETHASONE SODIUM PHOS	10	90.60
09/23/22	636Q9966PN	OMNIPAQUE CONTRAST MATERIAL	5	80.40
09/23/22	636J2795PN	ROPIVACAINE HCL INJECTION	5	10.00

*** SUMMARY BY SERVICE ***

361 OR SVCS MINOR SURGERY	2	12050.00
636 DRUG SPEC ID DETAIL CODING	20	181.00

SM0000621501

12231.00
 0.00
 12231.00

INSIGHT SURGICAL HOSPITAL
21230 DEQUINDRE ROAD
WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000621664 09/26/22

10/03/22

SPRINGBORN, JONATHAN D

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID 0074134062

09/26/22 510G0463PN OFFSITE OUTPATIENT CLI VISIT 1 425.00

*** SUMMARY BY SERVICE ***

510 CLINIC GENERAL 1 425.00

SM0000621664

425.00

0.00

425.00

INSIGHT SURGICAL HOSPITAL
21230 DEQUINDRE ROAD
WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000628271 09/28/22

12/18/22

SPRINGBORN, JONATHAN D

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID 0074134062

09/28/22 300G048300 DRUG SCREEN - DEFINITIVE, >21 1 1790.00

*** SUMMARY BY SERVICE ***

300 LABORATORY GENERAL 1 1790.00

SM0000628271

1790.00

0.00

1790.00

INSIGHT SURGICAL HOSPITAL
21230 DEQUINDRE ROAD
WARREN, MI 48091

1

FINAL

SPRINGBORN, JONATHAN D

SM0000627483 10/21/22

11/16/22

SPRINGBORN, JONATHAN D

STATE FARM AUTO

22927C479

MERIDIAN HP MEDICAID 0074134062

10/21/22	36164405PN N BLOCK INJ, OCCIPITAL	1	8900.00
10/21/22	636J3301PN INJ KENALOG 10 MG	4	80.00
10/21/22	636J2795PN ROPIVACAINE HCL INJECTION	5	10.00

*** SUMMARY BY SERVICE ***

361 OR SVCS MINOR SURGERY	1	8900.00
636 DRUG SPEC ID DETAIL CODING	9	90.00

SM0000627483

8990.00
0.00
8990.00

ELIA & PONTO PLLC
25800 Northwestern Highway, Suite 850, Southfield, MI 48075-1066
248-595-8579- Fax: 248-595-8729

Exhibit 2

INSIGHT-INSTITUTE OF NEUROSURGERY & NEUROSCIENCE (IINN)

JAWAD A. SHAH M.D. P.C.

4800 S. Saginaw St. • Ste. 1805 • Flint, MI 48507 • (810) 275-9108 • Fax: (810) 963-2881

MICHIGAN MOTOR VEHICLE NO-FAULT INSURANCE
LAW ASSIGNMENT OF RIGHTS FORM

X Jonathan Spriggsborn

(Print Patient's Name)

("Assignor"), hereby assign

(Southeast Michigan Surgical Hospital, DBA Michigan Surgical Hospital, DBA Insight Surgical Hospital, Jawad A. Shah MD PC, DBA Insight Pain Management, DBA Insight Orthopedic Specialists Dearborn, DBA Insight Orthopedic Specialists Flint, DBA Insight Toxicology, Atlantis Diagnostic Laboratories, Precision Anesthesia, Alliance Anesthesia, Sterling Anesthesia, Insight Anesthesia, Insight Radiologists PC, DBA Insight Comprehensive Therapy, DBA Insight Physical Therapy & Neuro Rehab, DBA Insight Neuro-Chiropractic, DBA Insight Healing Center, Integrated Hospital Specialists, Precision Surgical Associates, Insight Health & Fitness Center, DBA Insight Wellness Center, DBA Insight Neuropsychology and Behavioral Health, DBA Insight Neurocognitive Health, DBA Insight Extended Care, Mid-Michigan Endoscopy Center, DBA Charter Endoscopy Center, DBA Insight Medical Solutions, Associated Surgical Center of Dearborn, DBA Insight Nutritional Services, DBA Insight Residential Rehabilitation Services, DBA Insight Case Management, DBA Insight DBS and Functional Stroke Recovery Center, DBA Insight Transportation Services, DBA Insight Neural Repair Center)

("Assignee") all rights, privileges and remedies to payment for health care services, products or accommodations ("Services") provided by Assignee to Assignor to which Assignor is or may be entitled under MCL 500.3101, et seq, the No Fault Act. This Assignment is for the right to payment of Assignee's charges, only, and not for the right to payment of any other No Fault insurance benefits.

The Assignment as set forth above is for all services already provided to Assignor by Assignee prior to or at the time of Assignor's execution of this agreement. Specifically, this Assignment does not include an Assignment of any future No Fault benefits.

Assignor hereby certifies that Assignor has incurred charges for services provided by Assignee for which the rights, privileges and remedies for payment are hereby assigned.

Assignor hereby certifies its understanding that while Assignee may, pursuant to this Assignment, pursue payment from a person or entity other than Assignor, this agreement may be revoked by Assignee upon a determination by it, or if a determination is made pursuant to judicial or quasi-judicial proceedings, that Assignor lacks Michigan No Fault ("PIP" or "Personal Injury Protection") coverage or that the services subject to this Assignment are not payable pursuant to any such coverage for any reason under MCL 500.3101, et seq, The No Fault Act, any applicable policy of insurance, and/or due to any actions or conduct of Assignor.

As consideration for the Assignment hereby granted, Assignor accepts Assignee's assumption of the burden and/or cost of pursuit of payment from any person or entity from whom payment for the above referenced services is or might be owed under MCL 500.3101, et seq, The No Fault Act. This Assignment is not revocable by Assignor so long as Assignee's performance as described in this paragraph is underway.

Assignor understands that should Assignor contract with or retain his/her own counsel to seek his/her own No Fault benefits, that counsel shall have no right to pursue payment of these assigned benefits nor shall counsel be entitled to any payment of an attorney fee from the services provided by Assignee.

Assignor and Assignee agree that in the event any terms or provisions of this agreement are declared invalid or unenforceable by any Court or Federal or State Government Agency having jurisdiction over the subject matter of this agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

(Print Name of Patient or Legal Guardian)

Date

(Signature of Patient or Legal Guardian)

Date

LIEN AGAINST JUDGMENTS/SETTLEMENTS

I instruct my attorney to withhold from any and all judgments or settlements monies owed to IINN prior to any distribution of any judgments or settlements to me or other debtors. Any monies owed should be paid directly to IINN. I further grant IINN a Lien against any judgments or settlements, for any and all services from the first date of service, throughout the pendency of my litigation. I further extend this Lien to any settlements or litigation proceeds, including third party actions for payments or services provided by IINN, even if all part of these services may in theory be covered by a health insurance carrier. It is my understanding that is at a later time IINN receives duplicate payment from a third party for these services, that IINN will refund the excess to me.

Date Patient Signature

Patient Signature (Print)

Date Guarantor Signature

Guarantor Signature (Print)

I, _____, attorney for the above named patient, agrees to comply with the above instructions.

Date Attorney Signature

Attorney Signature (Print)

